

Please read this Application and License Agreement carefully. By opening a Metro ExpressLanes FasTrak® account, you agree to the following terms:

## 1. General

This FasTrak License Agreement ("Agreement") with the Los Angeles County Metropolitan Transportation Authority ("Metro") constitutes a license to use the transponder issued to you for use on the I-110 and I-10 Metro ExpressLanes as well as any other California toll facility bearing the FasTrak logo. The transponder remains the property of Metro. This Agreement accompanies and is part of each FasTrak Application. Your submission of an Application constitutes your acknowledgement and consent to the terms of this Agreement. Metro reserves the right to withhold issuance of a transponder or establishment of a FasTrak account to any applicant with outstanding toll violations or other amounts due to Metro.

### You Agree to:

- Pay all tolls and fees charged to your FasTrak account.
- Install and use the transponder in accordance with instructions provided to you in your transponder package.
- Accurately set the self-declaration switch to indicate the actual number of occupants in the vehicle prior to traveling on the Metro ExpressLanes.
- Pay the single occupancy toll rate if you fail to properly set the transponder to the accurate occupancy status prior to entering the Metro ExpressLanes.
- Pricing signs before all entrances to the Metro ExpressLanes. The cost to travel to the next major exit and end of the corridor is displayed when the sign says "NEXT MAJOR EXIT \$PRICE, END OF CORRIDOR \$PRICE," "HOV 2+ W/ FLEX \$o." Vehicles with more than the minimum number of occupants (two or more) travel toll free with the switchable transponder.
- Do not enter the lanes when the digital message sign says "CLOSED TO ALL." If a driver is already in the lanes, they may remain. Any driver who enters the lanes after the lanes are closed will be charged the maximum toll rate for the full length of the corridor, regardless of actual length traveled in the ExpressLanes.
- The ExpressLanes are open to any driver, even if the driver does not have a transponder when the digital message sign says "OPEN TO ALL – FASTRAK NOT REQUIRED." Violations will not be processed and tolls will not be charged. Drivers may not cross the solid double white lines unless directed to do so by CHP.
- Any driver entering the lanes must have two or more occupants in the vehicle and must have a FasTrak Flex transponder set to the proper occupancy setting when the sign says "ALL VEHICLES MUST HAVE 2+ OCCUPANTS AND FASTRAK FLEX" or "ALL VEHICLES MUST HAVE 3+ OCCUPANTS AND FASTRAK FLEX." Any driver entering the lanes without meeting these requirements will be subject to the maximum toll rate for the full length of the corridor, regardless of actual length traveled in the ExpressLanes. Drivers already in the ExpressLanes before encountering this sign may stay in the lane.
- Obey all applicable laws, regulations and policies of the Metro ExpressLanes facilities.
- Promptly review your statement and notify the Metro ExpressLanes Customer Service Center of any questions regarding charges. Charges not questioned within 30 days of the statement date will be deemed valid.
- Report any changes to your name, mailing address, telephone number, e-mail, vehicle license plate numbers, and/or billing information (credit/debit card number and expiration date) as soon as they become available to you. You will remain liable for all tolls charged to a vehicle on your account until you have notified the Metro ExpressLanes Customer Service Center of any changes in vehicle ownership.

## 2. Minimum Account Balances, Fees, and Charges

- If you selected Credit or Debit to replenish your account, you authorize Metro to charge your card \$40 for each of the first four transponders issued, and \$20 thereafter for each additional transponder issued, as the total initial deposit into your pre-paid toll account. You authorize Metro to replenish your account by charging your card \$40 or one month's average use.
- If you selected cash, check or money order to replenish your account, you agree to make an initial pre-paid toll balance payment of \$50 for each of the first four transponders issued, and \$25 thereafter for each additional transponder issued, as the total initial deposit into your prepaid toll account. In addition, you agree to make a cash or check payment of \$50 or one month's average use. You agree that such payment will be received by the Metro ExpressLanes Customer Service Center prior to your prepaid toll account balance reaching a zero dollar balance.
- You agree that your replenishment amount and replenishment threshold are both subject to change based on your average monthly usage.
- You agree that a fee may be charged to your account for checks returned by your bank or financial institution.
- You agree that a fee may be charged to your account should you fail to maintain a positive prepaid toll account balance.
- You agree that Metro or its agent may charge a fee for providing printed statements.
- You agree that Metro or its agent may charge a fee for transactions processed by review of your license plate rather

than a transponder reading.

- You agree to pay a \$1 monthly administrative fee to maintain your account. The monthly account maintenance fee is waived for Low-Income Assistance Plan members only.
- You agree to waive all interest or benefits that may accrue on any prepaid toll account balances or transponder deposits.
- Metro may use a third party company to obtain credit card data to resolve expired or invalid credit card information.

## 3. Transponders

- If you chose Option 2 (Cash or Check), in addition to a prepaid toll account balance, you agree to pay a \$25 security deposit for each transponder issued to you. Metro will refund the deposit if you return the transponder(s) in original working condition.
- If you chose Option 1 (Card), you agree that Metro may charge your card \$25 for each transponder not returned in good working condition. If a transponder fails to operate for reasons other than abuse or improper use, Metro will replace the transponder at no charge.
- If a transponder is lost, stolen, or damaged, report it to the Metro ExpressLanes Customer Service Center immediately. You remain liable for all tolls charged to your transponder until you have notified the Customer Service Center. You will be charged \$25 for the replacement of each transponder that has been lost or stolen unless an official police report is provided.
- Transponders must be returned in the same condition as it was received. A \$25 fee will be charged on each damaged, altered, or defaced transponder.
- If you obtained your transponder from a retail store, you agree that \$25 will be held as a transponder deposit and the remaining balance of your payment will be available as prepaid tolls until the transponder is registered. Upon registration using Option 1 (Card), the \$25 deposit will be applied to your prepaid toll account balance. If registration is by Option 2 (Cash or Check), the \$25 will remain as a deposit. If you do not register your transponder within 7 business days from first use, or if your prepaid toll account balance becomes negative, the transponder will become invalid and your transponder deposit will be forfeited.
- You agree that the transponder may be read to provide anonymous traffic flow data to Metro's Regional Integration of Intelligent Transportation Systems (RIITS), a real time traffic information service. No information identifying an account, person, or vehicle using the transponder will be collected by the RIITS system.

## 4. Interoperability with FasTrak System

Your transponder may be used to pay tolls on the Metro ExpressLanes on the I-10, I-110 and any California toll facility bearing the FasTrak logo, with the exception of the San Francisco Airport Parking Facility. If you drive on any FasTrak toll facility in a vehicle with your transponder or in a vehicle registered to your account, that toll facility's electronic toll equipment will read your transponder or vehicle plate and a record of your transaction will be created. The associated tolls will be charged to your account in accordance with the rules, regulations, and procedures of that FasTrak toll facility. It is your responsibility to be aware of and comply with such rules, regulations, and procedures. If you use your transponder or a vehicle registered to your FasTrak account on a FasTrak toll facility, you agree to pay the tolls charged by that FasTrak toll facility, whether billed by Metro or any other FasTrak toll facility. You agree that Metro may share with the operator of such FasTrak toll facility and its agent's information necessary for the processing and collection of tolls and other fees.

## 5. Metro Transit Access Pass (TAP)

To become eligible for Metro ExpressLanes reward toll credits you must provide the Metro ExpressLanes Customer Service Center with information about your TAP account. Only transit trips taken on the Metro ExpressLanes will be eligible for transit reward toll credits. Your eligibility status will be confirmed with TAP and information required to issue your reward credits will be exchanged. Reward credits can only be redeemed on Metro ExpressLanes, have no cash value, and expire 90 days after issuance.

## 6. Low-Income Assistance Plan

Applicants may qualify for a Low-Income Assistance Plan by presenting proof of residency in Los Angeles County and annual household income of less than double the federal poverty level. Applicants must present a Paycheck Stub, current Tax Return, or proof of enrollment in one of these programs: MediCal, Lifeline, Public Benefit, LAUSD Lunch Program or EBT. Enrollment in the Low-Income Assistance Plan is only available through the mail or at a Metro ExpressLanes Walk-In Center. The initial prepaid toll balance deposit is reduced by \$25 for Low-Income Assistance Plan members, and the monthly account maintenance fee will be waived while maintaining residency in Los Angeles County. The Low Income Assistance Plan is limited to a one-time discount and one per household.

## 7. Metro Carpool/Vanpool

You will be automatically enrolled in the Metro ExpressLanes Carpool Loyalty Program when your trip is recorded as 2-occupant or 3-occupant. You authorize Metro to provide you with notification of incentives your carpool/vanpool has won as a part of the Loyalty Program. Your account must be in good standing to win toll credits.

## 8. Friends & Family

When existing Metro ExpressLanes customers (referrer) refer a friend or family member (referred customer) and a new Metro ExpressLanes FasTrak account is opened using the referrer's account number, the referrer will receive \$10 in toll credits after the referred customer's account has been open for 60 days and is in good standing on the sixtieth (60th) day. Promotion open

to all persons who are 18 years of age or older and have a valid Metro ExpressLanes FasTrak account in good standing. Promotion is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. For full Terms and Conditions, visit [metroexpresslanes.net](http://metroexpresslanes.net).

## 9. Mobile Alerts

Metro ExpressLanes customers may opt in to receive mobile text alerts to notify them of changes to their account. Use of the Mobile Alerts Service ("Service") constitutes your agreement to the Terms and Conditions. Metro ExpressLanes may amend these Terms, and modify or cancel the Service and any of its features without notice. By agreeing to the Terms and Conditions, you agree to Metro ExpressLanes sending text messages through your wireless provider. Metro ExpressLanes does not charge for the Service, but you are responsible for all charges and fees associated with text messaging as imposed by your wireless service provider. You may opt out of this Service at any time by texting **STOP, END, QUIT, CANCEL, or UNSUBSCRIBE to METRO** (63876) or by updating your Account Profile online to "I decline Mobile Alerts." For full Terms & Conditions, visit [metroexpresslanes.net](http://metroexpresslanes.net).

## 10. Termination

Metro or its agent may terminate this Agreement at any time and for any reason. If you wish to terminate this Agreement, you must return all issued transponders(s) to the Metro ExpressLanes Customer Service Center. Upon return of your transponder(s), your toll account balance and/or transponder deposit(s) will be refunded to the card on file or by check (if cash account) within 30 days of the return of the final transponder. Following any termination, you remain responsible for payments owed under this Agreement. If your toll account balance is insufficient to cover outstanding charges, you will remain liable for all such amounts and may become liable for additional fees and penalties, in accordance with applicable law, and you may be subject to collection actions for any unpaid balance.

## 11. Changes

Metro reserves the right to change the terms of this Agreement and these policies at any time by providing notice to you. You will be deemed to have received such notice ten (10) days after notice is generated. You agree to all changes when you use your transponder after that date.

## 12. Release and Indemnity

You hereby release Metro and its directors, officers, employees, and agents from all loss, damage, or injury whatsoever, known or unknown, arising out of or in any manner connected with the use or performance of the transponder(s) issued to you. You agree that Metro and its directors, officers, employees, and agents will not incur any obligation or liability for any such loss, damage or injury. Your sole and exclusive remedy against Metro will be the replacement of any defective transponder(s). You agree to indemnify, protect, and hold harmless Metro and its directors, officers, employees, and agents from all liability for any loss, damage, or injury to persons or property arising from or related to the use of the transponder(s) issued to you.

## 13. Failure to Comply

If you fail to comply with any portion of this Agreement, it may result in your transactions being processed as violations under California Vehicle Code §4770, §23302, §23302.5 and §40250 and any other applicable law. If violations occur, the registered vehicle owner will be subject to penalties, and unpaid violations may be referred for collection action, including but not limited to the withholding of vehicle registration, intercept by the Franchise Tax Board, civil judgments, and other actions as provided by law.

## 14. Personal Information Notice

Metro's treatment of personal information is described in the Privacy Policy available at [www.metroexpresslanes.net](http://www.metroexpresslanes.net) and is consistent with Federal and State laws governing an individual's rights to privacy. Your disclosure of personal information related to this program is voluntary. Failure to provide the information requested may result in delays in the processing of your enrollment application or in providing updated account information. Metro may be sending you promotional materials. If you do not wish to receive these materials, please contact the Metro ExpressLanes Customer Service Center. Personal information provided by you and any data developed as a byproduct of your use of the electronic toll collection program will not be made available to third parties except as described in this Agreement, in our Privacy Policy or unless permissible by law. You retain the right to inspect all personal information pertaining to your account. Any inquiry or request to obtain information, in accordance with the above provisions, should be directed in writing to the Metro ExpressLanes Customer Service Center, along with your name, address, and account number.

## 15. Governing Law

This Agreement shall be interpreted in accordance with the laws of the State of California. If any term of this Agreement is found to be invalid, such invalidity shall not affect the validity of the remaining terms.

## 16. Communications

Please address all inquiries and notices to:  
**Metro ExpressLanes Customer Service Center**  
 Mail: PO Box 3878, Gardena, CA 90247  
 Telephone: 877.812.0022  
 Fax: 310.354.4681  
 TDD/TTY: 801.561.5084  
 Website: [metroexpresslanes.net](http://metroexpresslanes.net)



**Metro**

